

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, compensation for loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

Both parties agree that the Tenancy ended on May 31, 2011 and that possession was returned to the Landlord on June 2, 2011. The monthly rent was \$2,055.00 payable on the 1st of each month and a security deposit of \$997.50 was paid on November 23, 2009. The Landlord currently holds the \$997.50 security deposit.

The Landlord states that the notice of hearing documents and evidence was sent by registered mail on June 10, 2011. The Tenant has confirmed receipt of the hearing and evidence package.

The Landlord is seeking a claim of \$137.00 (\$68.50 X 2 days) for the overholding of the rental unit because of cleaning and repairs required. The Landlord relies on the condition inspection report which states that a move-out inspection scheduled for May 31, 2011 was re-scheduled and completed on June 2, 2011. The Tenant does not dispute the dates, but that they were unaware of the claim being sought. The Landlord has referred to section 33, overholding that is part of the signed tenancy agreement.

The Landlord is also seeking to claim \$320.00 based upon the invoice from Proper Renovations Ltd. for the sanding, patching and repainting of the bedroom wall. The Landlord relies on the condition inspection report and photographs of the area in the

bedroom. The Tenant states that a professional was hired to make repairs to this area on the wall.

During the hearing the Landlord amended the claim for burnt out lightbulbs. The Landlord is seeking the replacement of 3 lightbulbs at \$8.00 each as noted in the contractors invoice for a total of \$24.00. The Landlord relies on the completed condition inspection report.

Analysis

As both parties have attended the hearing by conference call and have made detailed reference to the Landlord's evidence, I am satisfied that both have been properly served. The Tenant has not filed any evidence.

Based upon the undisputed testimony and the evidence provided by the Landlord, I am satisfied that a claim has been established for the total being sought of \$481.00 (\$137.00 over-holding, \$320.00 damage repair and \$24.00 light-bulb replacement).

Having being successful in her application, the Landlord is entitled to recovery of the \$50.00 filing fee.

The Landlord may withhold \$531.00 from the \$997.50 security deposit. The Landlord shall return the remaining \$466.50 to the Tenant.

Conclusion

The Landlord may retain \$531.00 from the security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 13, 2011.

Residential Tenancy Branch